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PUBLIC EMPLOYMENT
RELATIONS BOARD

2007 – 2008

COMPREHENSIVE AGREEMENT

BETWEEN

THE SAYDEL EDUCATION
ASSOCIATION

And

THE SAYDEL COMMUNITY
SCHOOL DISTRICT

Effective August 15, 2007

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PREAMBLE

The Saydel Community School District, hereinafter referred to as the "Employer," and the Saydel Education Association, hereinafter referred to as the "Association," agree as follows:

ARTICLE I **RECOGNITION**

- A. The Employer hereby recognizes the Saydel Education Association as the exclusive and sole negotiation agent for, and limited to, the appropriate bargaining unit as determined and ordered by the Iowa Public Employment Relations Board in certification instrument (Case No. 87) issued by the PERB on the 23rd day of September, 1975. The unit described in the above certification is as follows:

INCLUDED: Regular full-time and part-time certified classroom teachers, counselors, media specialists, social workers, nurses, athletic coaches and assistants, and special education personnel employed by the Saydel School District.

EXCLUDED: Superintendent, Curriculum Director, Director of Special Programs, Business Manager, Building Principals and assistants, confidential and building secretaries, clerks employed in the Central Administration Office, teacher aides and associates, custodial and maintenance personnel, substitute teachers, interim teachers and all other personnel excluded by Section 4 of the Act.

B. Definitions.

1. The term "Employer" as used in this Agreement shall mean the Saydel Community School District. The term "Board" as used in this Agreement shall mean the Board of Directors of the Saydel Community School District or its duly authorized representatives.
 2. The term "Employee" as used in this Agreement shall mean the employees included in the bargaining unit described above.
 3. The term "Association" as used in this Agreement shall mean the Saydel Education Association or its duly authorized representatives or agents.
- C. The Association recognizes the Saydel Community School District as the public employer governed by the Board and the Board as the duly elected representative of the citizens of the School District and agrees to negotiate only through the negotiating agent or agents officially designated by the Board to act in its behalf.
- D. The Association agrees that neither it, nor its members or agents, will attempt to represent in any negotiations or grievances, the interest of anyone other than members of the bargaining unit.

ARTICLE II **ASSOCIATION RIGHTS**

- A. Use of Facilities. The Association shall have the right to make use of school buildings and facilities at reasonable times for a reasonable number of meetings, and to make use of equipment, including typewriters, mimeograph machines, other duplicating equipment,

calculating machines, and audio-visual equipment. Use of the buildings shall be after regular school hours, and Association use shall in no way interfere with any aspect of the instructional or extracurricular program. The use of equipment shall be only when it is not otherwise in use for instructional or extracurricular purposes. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any out-of-pocket expenses which the school district may incur because of the use of facilities or equipment. The Principal of the building shall be notified of the time and place of all general association meetings and shall be required to give prior approval of all such meetings.

- B. The Association may use employees' mailboxes for communications to employees.
- C. The Association shall have the right to post notices of Association activities and matters on a bulletin board reserved for use by the administration and the Association in each school building. Such bulletin boards will be placed in the faculty lounge where possible for the purpose of supplying such notices and other material. Where it is not possible to place such a bulletin board in the faculty lounge, the bulletin board shall be made available in a place readily accessible to employees.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at reasonable times, provided that such transactions do not interfere with or interrupt normal school operations, or the performance of any employee in the performance of duty.

ARTICLE III

DUES DEDUCTION

- A. It is understood that payment of Association dues is voluntary in nature, and such Association dues shall continue in effect from year to year. However, a member requesting dues deduction may terminate said deduction by giving thirty (30) days written notice to the Employer and the Saydel Education Association.
- B. Deductions under this provision shall include only the regular periodic amounts required to maintain the employee in good standing with the Association, but shall not include initiation fees, special assessments, fines or similar items. Back dues may be deducted only at an employee's request.
- C. By the second Friday in September, the Association will provide the Employer with a copy of the membership forms for those members who request dues deduction. In addition the Association will provide the Employer with an alphabetical listing of members and the dues to be deducted for each.
- D. Those members beginning dues deduction in September shall have one-twelfth (1/12) of their dues deducted from each monthly paycheck.
- E. For employees joining the Association after the second Friday of September, the Association will provide the Employer with copies of new membership forms by the third working day of the month, and dues will be deducted on a prorated basis over the remaining pay periods.
- F. The Employer shall transmit to the Association treasurer the dues deducted within ten (10) working days following the day in which the deduction was made, together with a list of the employees for whom the deduction was made.

- G. The Association agrees to indemnify and hold harmless the Employer, the Board, and the Employer's representatives from any and all claims, costs, suits, or other forms of liability that might arise out of the Employer agreeing to make a dues deduction on behalf of the Association.

ARTICLE IV **OTHER PAYROLL DEDUCTIONS**

Upon written authorization from an employee, the Employer shall deduct from the salary of an employee for tax-sheltered annuities (from a District approved list, including NEA Value Builder), Polk County School Employees or ISU Community Credit Union, United States savings bond, Dollars for Scholars, or United Way. All amounts must be at least ten (\$10) dollars or more per month. The employer shall offer direct deposit to employees who choose to participate in such a program, providing that the district's bank offers such services. All new employees (July 1, 2007) shall participate in the direct deposit program. All employees participating in a direct deposit program shall have their salaries deposited on the twentieth day of the month. When a pay date falls on or during a school holiday, vacation, or weekend, the employees' salaries shall be deposited on the previous working day. Changes to TSAs may only be made in writing, may only be made with the September and January payrolls, and must be in the District Office by the Wednesday preceding the second Friday of the month in which the change is desired.

ARTICLE V **SAFETY PROVISIONS**

- A. An employee shall immediately report cases of assault, both physical and verbal, suffered by the employee in connection with his/her employment to the Building Principal or a designee and to the Association. Such notification shall be forwarded by the Principal or a designee to the Superintendent of Schools.
- B. The Employer shall make its best effort to provide and maintain a safe place of employment.
- C. All employees and the Association shall be alert to unsafe practices, equipment or conditions and shall report in writing any such unsafe practices, equipment or conditions to their Principal or immediate supervisor.
- D. No employee shall be required to search for a bomb.
- E. An employee may, within the scope of employment, and to the extent authorized by law, use and apply such amount of force as is reasonable and necessary to stop a breach of discipline or to quell a disturbance.
- F. Any safety concerns should be reported in writing to the employee's immediate supervisor as soon as they are known. Any safety matter reported to a supervisor must be immediately forwarded to the Superintendent.

ARTICLE VI **EVALUATION PROCEDURE**

- A. For the 2007-2008 school year a continuous program of performance appraisal will be established for all personnel covered by this agreement. Appraisal of professional employees will be made in accordance with the performance standards, criteria, and procedures

developed collaboratively by a committee of teachers and administrators of the district. The performance standards, criteria, and procedures developed for the appraisal of professional employees will be made a part of this agreement.

1. One teacher per building, selected by the Association, along with one administrator per building, and one administrator from the District Office selected by the District, will constitute the performance appraisal committee.
 2. The performance appraisal committee will be responsible for reviewing, modifying, and/or redesigning the district's appraisal standards, criteria, and procedures.
 3. Any revisions or changes to the district's performance appraisal system must be approved by the performance appraisal committee prior to implementation.
- B. Employees shall have the opportunity to review their personnel files, with the exception of confidential letters of recommendation and college and university credentials. Such review shall be conducted in the presence of the Principal, Superintendent or designee, during ordinary office hours, and at a time when the employee is not required to be on duty. No material shall be removed from the file by the employee during such review. At the employee's request, a representative of the Association may accompany the employee when the employee reviews his or her file. The employee shall have the right to respond to all materials contained in the employee's personnel file. If any written document pertaining to the employee's performance is included in the personnel file, the employee shall be notified by the Superintendent, Principal or his/her designee within ten (10) working days of its inclusion. The employee shall sign the document to indicate they have received a copy. Failure to notify an employee within the specified timeliness shall prohibit the inclusion of the document in the file. The employee shall have the right to respond to all materials contained in the employee's personnel file. Such response must be made within ten (10) working days after receipt of the document by the employee. Such response is to be dated, signed, and attached to the item in question and inserted in the personnel file, and a copy provided to the Principal or immediate supervisor. If the employee believes a document to be inappropriate for inclusion in the personnel file, the employee may appeal to the Superintendent for removal of the document.
- C. Right to Grieve - Any employee who has received an overall unsatisfactory evaluation and receives adverse action as a result (suspension without pay, involuntary assignment change, withholding of increments) has the right to grieve that said evaluation is inaccurate, is not based upon the evaluation criteria or is in violation of the evaluation procedures established in the district's performance appraisal system.

ARTICLE VII

TRANSFER ARTICLE

A. Definitions.

1. Voluntary Transfer. The movement to a vacant position from one building, grade level, or subject area to another building, grade level, or subject area based upon the request of the employee is a voluntary transfer.
2. Involuntary Transfer. The movement to a vacant position of an employee from one building, grade level, or subject area to another building, grade level, or subject area as

determined and directed by the District, and not based upon the request of the employee, is an involuntary transfer.

B. Posting of Opportunities to Transfer.

1. When school is in session, a notice of an opening creating an opportunity to transfer to another building shall be sent to the Association Representative, each school, and posted in the office or faculty room for three (3) calendar days before the final date when applications must be submitted. Employees who desire to apply for the transfer shall submit their applications in writing to the Superintendent or a designee within three (3) calendar days from the date of posting. No transfer shall be granted or outside hire made until all employee applicants have had an interview with the Superintendent or a designee. The granting of a transfer shall be based upon the needs of the school as determined by the administration with consideration being given to current employees possessing the necessary qualifications and having satisfactory evaluations before hiring outside the district.
2. An employee who is voluntarily transferred shall be ineligible to submit an application for any other transfer for a period of two (2) years from the date of the transfer.
3. Summer. During the summer months, notice of vacancy shall be provided to the Saydel Education Association and posted in the lobby of the Administration Building. Additionally, a copy of the notice of vacancy shall be provided to the building representative. The Association shall provide the district with a list of the building representatives prior to June 1. Employees wishing to be kept informed during the summer months of specific vacancies within the District for which they are qualified, shall file a written request in the Administrative offices of the District prior to the last day of scheduled classes. The request shall be on a form provided by the District. If possible, an employee who files such a request will be notified by telephone or mail on the date of posting and must report for an interview within five (5) days from the posting.
4. Mid-year vacancies. Vacancies which occur during the school year or after August 1 shall be filled at the discretion of the Employer. Such positions may be filled by an appointment which shall not exceed the end of the school year, in which case such positions must be posted as vacancies for the following school year. In the alternative, such positions may be filled by posting of vacancy as provided in this Article. If the position is filled by an employee seeking voluntary transfer, or if no employee applies for the position, no further notices need be posted.

C. Voluntary Transfers. All current employees possessing the necessary qualifications for a transfer will be given consideration prior to the district looking externally. Applications shall be in writing and shall name the transfer for which the employee wishes consideration. Transfer to a job vacancy shall be based primarily upon the following criteria:

1. Seniority in the Saydel Community School District.
2. Teaching experience.
3. Certification endorsements and educational preparation:

Grades K-8: The primary consideration shall be endorsements and educational preparation relative to K-8 level which shall have priority and consideration over other endorsements and educational preparation.

Grades 9-12: The primary consideration shall be endorsements and educational preparation within the subject area of assignment consistent with North Central Association requirements which shall have priority and consideration over other endorsements and educational preparation.

4. Educational subject and grade levels in which assignment is made.
5. Relative skill and ability as determined through the evaluation procedure.
6. Recent training in area of assignment.
7. Qualification for co-curricular programs determined by certification, training, experience and ability.
8. When the foregoing factors are relatively equal, the employee with the most seniority in the Saydel Community School District will be transferred.
9. When applicants have qualifications that are relatively equal, employees who have been involuntarily transferred the year before shall be given first consideration over other persons seeking voluntary transfer.

****If a voluntary transfer request is denied, the employee shall receive a written explanation of the reasons for the denial.**

- D. Involuntary Transfers. Involuntary transfers shall be made upon the needs of the School District as determined by the administration. All such transfers shall be made after a conference with the employee. The decision will be made known to the employee involved in the transfer and shall be reported to the Board of Directors. The Association may have a representative at the conference with the employee.
- E. Applications. An application for transfer shall not be entitled to any priority or preference one over the other, regardless of the time or date of filing. When a transfer request is filed, all applicants shall be interviewed and notified of the decision of the administration within 30 calendar days of the posting termination date.

ARTICLE VIII

SENIORITY

- A. Seniority shall be determined by the number of years of regular full-time employment, in a bargaining unit position under contract from the last date of hire, in Saydel Community School District. Part-time employees will earn seniority as a percentage of their workday (based on an eight-hour day). For purposes of seniority, date of hire shall be the date the employee signs the contract.
- B. A probationary employee shall be defined as per Iowa Code 279.19. A probationary employee shall have no seniority until the employee has completed the probationary period,

and at that time, the employee will acquire seniority as determined under paragraph A of this Article. A probationary employee who is terminated during probation for reasons of staff reduction and then rehired in the subsequent school year will acquire seniority under this paragraph as if the termination had not occurred.

- C. Employees with the same hiring date shall be placed on the seniority list in order of their social security number, lowest number place first. The seniority list will include the employee's name, years of service, highest earned degree. All employees in the bargaining unit shall be included on the seniority list which shall be posted by December 1.

A part-time employee shall be entitled to credit for length of service in the same proportion that time regularly worked by such part-time employee bears to the time regularly worked by full-time employees.

ARTICLE IX

STAFF REDUCTION

- A. The Employer shall have the right to determine when it is necessary to have a reduction in staff and shall inform the Association in writing of the reasons for such reduction. The Employer will meet at the request of the Association to interpret the statement of reasons. When in the judgment of the Employer there is a necessity for a reduction in staff, the Employer shall accomplish the same by attrition. In the event such reduction cannot be accomplished by attrition, the Employer shall accomplish such reduction by the following criteria:

1. Least teaching experience in other school districts.

2. Certification endorsements and educational preparation:

Grades K-8: The primary consideration shall be endorsements and educational preparation relative to K-8 level which shall have priority and consideration over other endorsements and educational preparation.

Grades 9-12: The primary consideration shall be endorsements and educational preparation within the subject area of assignment consistent with North Central Association requirements which shall have priority and consideration over other endorsements and educational preparation.

3. Relative skill and ability as determined through the evaluation procedure.
4. Recent training in area of assignment.
5. Qualification for co-curricular programs determined by certification, training, experience and ability.
6. When the foregoing factors are relatively equal, the employee with the least seniority in the Saydel Community School District shall be terminated.

Such reduction may be accomplished through the involuntary transfer procedure, where possible and this procedure shall take precedence over the voluntary transfer procedure.

B. Recall Provisions.

1. An employee terminated under this Article shall be eligible for recall to available positions up to one (1) year from June 30 of the year of termination. To be eligible for recall, the employee must make written application for recall with the Superintendent of Schools, with a copy going to the Association President, within thirty (30) days from the date the employee is terminated. The employee shall keep the Secretary of the Board of Education informed of the employee's current address and telephone number.
2. Any employee who is recalled under this Article shall be placed on the salary schedule at the same step in effect for the employee at the time of termination.
3. An employee who is recalled shall report to the Superintendent for assignment within fifteen (15) calendar days after the recall notice is mailed. Failure to report within such time results in loss of recall rights.

ARTICLE X
HOURS OF WORK

- A. A normal work day shall consist of eight (8) hours which shall include a normal scheduled paid and uninterrupted lunch period of thirty (30) minutes when employees are not available for conferences with students or parents or for supervision unless an emergency requires supervision (for example: fire, casualty, injury to a student, sudden illness or injury to the supervisor on duty, or situations involving the safety of the students).

On Fridays, employees may leave fifteen (15) minutes after student dismissal.

On days preceding school holidays or vacations, employees may leave fifteen (15) minutes after the last bus has departed the employee's building.

- B. Faculty Meetings. Employees may be required to attend not more than ten (10) faculty, professional, special education, or curriculum meetings per year for not more than forty-five (45) minutes before or after the regular contract day without additional compensation.
- C. In addition to the above, employees may be required without additional compensation to attend not more than three (3) evening meetings outside the regular school day during the school year. The Employer shall provide at least two (2) days notice of an evening meeting. On days of the three evening meetings, teachers may leave fifteen (15) minutes after buses depart.
- D. Employees present at school-sponsored events or who are on school premises whether assigned or unassigned specific duties at that event or time shall exercise supervisory responsibilities over those in attendance and shall seek to protect the school property, and such supervision shall be without additional compensation.
- E. Part-time employees shall work the percent of the eight (8) hours day correlation with their percent of employment.

ARTICLE XI
HOLIDAYS AND VACATIONS

A. All members of the bargaining unit shall be entitled to the following five (5) paid holidays:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Memorial Day

No employee shall be required to perform duties on any of the above holidays.

B. Representatives of the Association and the administration shall meet prior to March 15 to discuss dates for the establishment of winter and spring vacations.

ARTICLE XII
LEAVES OF ABSENCE

A. Sick Leave. Employees are granted leave of absence for personal illness or injury with full pay in the following amounts:

- | | |
|---|---------|
| 1. The first year of employment | 10 days |
| 2. The second year of employment | 11 days |
| 3. The third year of employment | 12 days |
| 4. The fourth year of employment | 13 days |
| 5. The fifth year of employment | 14 days |
| 6. The sixth and subsequent years of employment | 15 days |

The above amounts shall apply only to consecutive years of employment in the Saydel Community School District and unused portions shall be cumulative to a maximum of one hundred thirty-five (135) days. The Employer may require such reasonable evidence as it may desire confirming the medical necessity for such leave of absence. A physician chosen by and paid for by the Employer may review the employee's medical evidence. An employee must exhaust accumulated sick leave before being eligible for disability insurance benefits.

B. Family Illness: Five (5) days per year of accumulated sick leave may be used for illness or injury of a member of the employee's immediate family. Immediate family shall include the employee's spouse, child, father, mother, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent. A non-defined individual may be pre-authorized to be covered under this provision by making application to the Superintendent of Schools.

Employees shall be given a written statement with the first paycheck of the accumulated sick leave days available as of the first day in the school year. Employees shall notify the Business Manager or a designee within ten (10) school days if there is an error in the reported number of accumulated sick leave days.

C. Bereavement Leave

1. IMMEDIATE FAMILY: Employees shall be allowed up to five (5) days per occurrence for death in the member's immediate family as hereinafter defined. Immediate family bereavement leave shall be granted in case of death of the spouse, child, father, mother, brother, or sister of said Employee. Employees shall be allowed up to three (3) days per occurrence for death of a mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild or grandparent.
2. EXTENDED FAMILY AND FRIENDS: Employees shall be allowed a total of two (2) days per year leave, not cumulative, for the death of the employee's extended family and friends.

For such bereavement leave, employees shall not suffer a deduction in salary. Requests for bereavement leave shall be reported to the Principal or a designee prior to such leave if at all possible. If such prior notice is not possible, it is understood that the affected Employee shall be required to make formal application for approval of said leave prior to receiving pay for the time missed.

- D. Catastrophic Leave. A maximum of two (2) days leave per year shall be granted where it is imperative that the employee be absent from work due to catastrophic losses and/or circumstances which are not related to family illness, bereavement or business leave. Examples of catastrophic circumstances are fire, flood, tornado, property damage accident, or other occurrences as approved by the Superintendent. Additional days may be granted at the discretion of the Superintendent of Schools.

For such catastrophic leave, employees shall not suffer a deduction in salary. Requests for catastrophic leave shall be reported to the Principal or a designee prior to such leave if at all possible. If such prior notice is not possible, it is understood that the affected Employee shall be required to make formal application for approval of said leave prior to receiving pay for the time missed.

E. Personal/Business Leave

1. At the beginning of every school year, each employee shall be credited with two (2) personal/business leave days to conduct activities that cannot be conducted outside the normal work day. Employee may not take unpaid leave in conjunction with personal/business days without the Superintendent's permission.
2. Except in the case of an emergency situation, application shall be made in writing at least three (3) school days prior to the requested leave date and must be submitted to the office of the Principal for approval. Should an emergency situation occur where it would not be possible to make application for prior approval, the necessity of securing prior approval shall be waived. However, the affected employee shall be expected to notify his or her Principal, or the Principal's designee, of such an emergency. It is understood that when this situation occurs, the employee shall be required to make formal application for approval upon the day of return from such leave. Except in the case of an emergency situation, approval of application for personal/business leave is subject to the availability of substitutes. Whenever possible the principal will approve/deny leave within three (3) school days of receipt

of request. The Principal's decision may be appealed to the Superintendent within three (3) school days, and the Superintendent's decision shall be final.

3. The day immediately preceding or immediately following a legal holiday or school recess or the first or last week of the teacher's regular contract year shall not be recognized as a personal/business leave day without Superintendent's approval.

The day immediately preceding or following a legal holiday or school recess or the first and last ten (10) days of the school year shall not be used for personal/business leave. No more than two teachers from each building on the same day will be granted leave. This leave will be granted based on the first request in, first approved based on request forms that are appropriately completed. Exceptions to these limits may be made by the Superintendent in his/her sole discretion.

4. Those employees whose religious affiliation requires that the employee observe and attend recognized holidays within said religion may use personal/business leave days for that purpose and said employee shall not have cost of the substitute deducted.
5. Employees not using personal/business days will be reimbursed at a rate of \$80.00 per day prior to June 30th.

F. Professional Leave. The Principal may approve a leave with full pay for the purpose of educational meetings or visiting other schools. An employee desiring such a leave must file a written request with the employee's Principal fifteen (15) school days prior to such leave. This leave is not available for professional growth or salary reclassification requirements. Exceptions may be granted in the Superintendent's sole discretion.

G. Other Leaves. The Superintendent may authorize leave without pay. An employee must make an application for authorization for such a leave at least ten (10) days in advance of the requested leave. If advance application is not possible, then an application for approval for such leave must be made upon the day the employee returns from said leave. Leave without pay will not normally be granted to allow an employee to extend a vacation or holiday leave, nor to go on vacation or recreational trips.

H. Military Leave. A military leave will be granted to an employee in accordance with applicable federal and state laws governing military leave. Such leaves shall be without pay except as provided by Chapter 29A of the Code of Iowa. Employees shall take leave for reserve training outside the school year whenever possible.

I. Sabbatical Leave

1. Purpose. Sabbatical leave may be granted without pay and benefits to an employee by the Board for study in an approved program of learning, educational travel, or other reason recognized by the Board as having value to the school system.
2. Procedures
 - a. Requests. Requests for sabbatical leave shall be presented in writing to the Superintendent of Schools or a designee by December 1 of the school year preceding the school year for which the leave is requested. If an employee is

requesting leave only for the second semester, such request must be submitted by June 1.

- b. Eligibility. Any employee who is required to have a teacher's certificate shall be eligible for a sabbatical leave after seven (7) consecutive years in the Saydel system. The number of sabbatical leaves available in any one (1) year shall not exceed two (2) and no more than one (1) from a building. The decision to grant or not grant a sabbatical leave will be made by the Board upon recommendation of the Superintendent. The Board's decision shall be made by March 1 of the school year preceding the school year for which the leave is requested.
- c. Length of Leave. A sabbatical leave may be granted for one-half (1/2) school year or a full school year. During the period of the sabbatical leave, an employee may engage in remunerative employment and may accept grants or fellowships.
- d. Return. Upon return from sabbatical leave, an employee shall be placed on the salary schedule and maintain the same benefits as he/she had accrued at the time he/she left on the sabbatical leave.

J. Jury Duty Leave

- 1. An employee who is called for jury service shall be permitted to be absent from his or her duties without loss of pay and without charge against any leave. Pay received for jury service, not including any mileage reimbursement received by the employee, shall be reported and paid to the Employer immediately upon receipt. Should the employee fail to report and pay the District for the above said amounts, a deduction shall be made to the employee's salary for each day not served at the District. It is understood that no such payment will be made to the District for such service on any day the employee would not have worked for the District.
- 2. The employee must give the Principal or the Principal's designated representative five (5) days' prior written notice of the summons for service and must furnish satisfactory evidence that such service was performed on the days for which a service is claimed. An employee not required to perform jury duty all day shall return to work.

K. Association Leave. There shall be available not more than a total of eleven (11) cumulative days for representatives of the Association to transact business of the Association. The Association shall pay for the cost of the substitute for a representative using such leave.

ARTICLE XIII
INSURANCE

- A. Life Insurance. The employer will provide for each regular full-time employee a group insurance policy consisting of twenty-one thousand dollars (\$21,000) term life insurance comparable to the policy in effect at the time of this Agreement.
- B. Long-term Disability Coverage. The Employer will provide for each regular full-time employee group insurance long-term disability coverage comparable to the group long-term disability coverage plan provided employees at the time of this Agreement. Benefits, which

are based on the employee's scheduled salary, shall begin upon termination of the waiting period or exhaustion of accumulated sick leave, whichever last occurs.

- C. Health Insurance. The Employer will pay \$360.00 per month in 2007-08 for each regular full-time employee toward the purchase of health insurance, the family portion of dental insurance or TSA for those employees participating in the group health insurance plan. For those employees who do not choose to participate in the group health insurance plan, the Employer will pay \$250 per month in 2007-08 for each regular full-time employee toward the purchase of the family portion of dental insurance or TSA. Only employees who were employed and received the TSA Only option in lieu of insurance during the 1998-99 school year can continue to receive the TSA Only option of \$250. Once the employee has discontinued the TSA Only option, they will no longer be eligible to return to it. Changes to TSAs may only be made in writing, may only be made with the January and September payrolls, and must be in the District Office by the Wednesday preceding the second Friday of the month in which the change is desired.
- D. Dental Insurance. The Employer will pay up to the amount of the full single premium cost for each regular full-time employee comparable to the Dental group insurance plan provided employees at the time of this Agreement.

ARTICLE XIV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. Professional Growth Requirement. All employees shall meet the State Department of Education requirements for certificate renewal.
- B. Salary Reclassification.
 - 1. Employees on the BA, BA+10, and BA+20 salary classifications desiring reclassification on the salary schedule shall accumulate the requisite number of graduate hours, in the area of education or in the area of their certification, from an accredited college or university. All courses taken to meet this provision shall be approved in advance by the Superintendent.
 - 2. Employees on the M.S./M.A. salary classification desiring reclassification on the salary schedule shall continue to take graduate level course work in order to have these hours credited for reclassification. All course work taken to meet this provision shall be approved in advance by the Superintendent.
 - 3. An employee must file written notification with the Superintendent by March 5 of the current school year in order to qualify for a salary reclassification for the following school year. The employee will remain on the current step until official verification of credits earned is provided to the Superintendent. Official verification (ie: transcripts or written notice from class instructor indicating successful completion of course credit) must be submitted by September 1. Failure to provide proper notice will result in the employee remaining on step until the following contract year.

ARTICLE XV
WAGES and SALARIES

- A. Schedule. The salary of each employee covered by the regular salary schedule is set forth in Schedule A which is attached hereto and made a part of this Agreement.

Each qualified employee shall have added to his/her regular salary (Schedule A) Phase monies (A-2) appropriated pursuant to House File 499 and Teacher Compensation monies (A-1) pursuant to Senate File 476 according to the agreed upon schedules included herein by reference. Payment of the above funds will cease subsequent to the programs' demise as mandated by the state.

- B. Placement on Salary Schedule.

1. New employees coming into the Saydel Community School District may be granted full credit for professional experience at the sole discretion of the Board.
2. Any new employee hired prior to November 1st will be given credit for one (1) year's service toward the next increment step for the following year provided the employee's performance is satisfactory.
3. The Employer has the right to withhold increments of any employee where the employee's work is unsatisfactory.

- C. Advancement on the Salary Schedule. Increments. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum step for their educational classification is reached. Advancement is subject to satisfactory performance of the employee and to the meeting of the requirements for professional growth and development.

- D. Pay Period. Each employee shall be paid in twelve (12) equal installments on the 20th day of each month. Employees shall receive their checks at their regular building and on regular school days with the following exceptions:

1. When a pay date falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
2. Summer checks will be mailed to the teacher's designated address.
3. All new employees shall receive payment by direct deposit to a bank of their choice.

- E. Extended Contracts. Extended contracts shall be issued at the Employer's discretion for a specified number of days beyond the regular contract. The rate of pay for employees on extended contracts will be \$21.00 per hour.

- F. Supplemental Contracts. Supplemental contracts shall be issued at the Employer's discretion for activities and responsibilities beyond those connected with regular classroom duties. Supplemental contracts will be paid in accordance with Schedule B attached hereto and made a part hereof.

- G. Extra Duty (excluding Extended and Supplemental Contracts). The activities of the school district include functions which extend beyond the normal work day. When an employee is assigned such duties, the employee will be paid at the rate of ten dollars (\$10) per hour. Such work shall be assigned by the Employer or a designee. Time sheets provided by the Employer shall be filed with the Business Manager by the Wednesday preceding the second Friday of the month.

ARTICLE XVI

GRIEVANCE PROCEDURE

- A. Purpose. The purpose of this Article is to provide for a mutually acceptable method for the prompt and equitable settlement of employee grievances and disputes over alleged violations of this Agreement. There shall be an attempt to resolve informally or at the earliest possible stage all grievances.

Informal settlements in any stage shall bind the immediate parties to the settlement but shall not serve as a precedent in any other grievance proceeding.

- B. A "Grievant" is defined as an employee, group of employees or the Association. A "grievance" is a claim by a grievant that there has been a misinterpretation, violation or misapplication of any provision of this Agreement.
- C. All time limits herein shall consist of school days Monday through Friday, except that when a grievance is submitted on or after May 20, time limits shall consist of all week days Monday through Friday, so that matters may be resolved before the close of the school term or as soon as possible thereafter. The number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. There shall be no obligation by the Employer to consider any grievance not filed or appealed in a timely manner.
- D. An aggrieved person must be represented at all steps of the grievance procedure by himself/herself, and at his/her option, by a representative selected or approved by the Association. When the grievant is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any disposition of the grievant's grievance.
- E.
1. Every grievant covered by this Agreement shall have the right to present grievances in accordance with these procedures.
 2. The failure of a grievant (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the Employer's representative's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
 3. It is agreed that any investigation or other handling or processing of any grievance by the grievant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of other employees.

4. The Association may request a consolidation of formal grievances at or beyond Level Two of this procedure.
- F.
1. Level One. A grievant with an alleged grievance shall, within seven (7) school days from the date of the alleged violation, discuss it with his/her Principal or immediate supervisor in an attempt to resolve the matter informally.
 2. Level Two. If, as a result of the informal discussion in Level One, the grievant feels a grievance still exists and the grievant desires to proceed to Level Two, the grievant shall in writing within five (5) working days from the date of the informal conference in Level One file a written grievance with the Principal or his/her immediate supervisor on the form attached hereto. The Principal or the grievant's immediate supervisor shall within five (5) working days following the receipt of the written grievance meet with the grievant to discuss the grievance. Within five (5) working days following this meeting, the Principal or the immediate supervisor shall communicate in writing to the grievant the disposition of the grievance with a copy going to the Association.
 3. Level Three. In the event the grievant is not satisfied with the decision at Level Two and the grievant desires to proceed to Level Three of the grievance procedure, the grievant must file within five (5) working days of the grievant's receipt of the written decision from Level Two a copy of the written grievance with the Superintendent. Within seven (7) working days after such written grievance is filed with the Superintendent, the grievant and the Superintendent shall meet to discuss the grievance. Within five (5) working days of the meeting the Superintendent shall indicate his/her disposition of the grievance in writing and furnish a copy thereof to the Association. The Superintendent may, at the Third Level, consolidate separate grievances which involve common questions of contract interpretation or fact.
 4. Level Four. If the grievant is not satisfied with the disposition of the grievance at Level 3, there shall be available a Level Four consisting of binding arbitration. If the Association, after consultation with the grievant decides to proceed to Level Four, the Association must submit in writing a request for arbitration to the Superintendent within ten (10) working days from the receipt of the Level Three answer of the Superintendent. At the same time that the Association makes the request for arbitration, the Association and the Employer shall request the Public Employment Relations Board to provide a list of seven (7) arbitrators. At a mutually agreeable time following the receipt of the list of the panel of seven (7) arbitrators, the parties shall meet to select a single arbitrator. At this meeting each of the two parties, the moving party striking first, will alternately strike one (1) name at a time from the list until only one (1) name remains. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

The arbitrator's decision shall be in writing and shall set forth his/her findings, reasonings, and conclusions on the issues submitted. The arbitrator's decision shall be made within thirty (30) days after the close of the arbitrator's hearings. The arbitrator shall have no power to alter, add to, or detract from the specific provisions of the Agreement. No decision of the arbitrator shall in any way be in derogation of the powers, duties and rights established in the Employer by constitutional provisions, statute, custom, or other legislative act. The costs of the service of the arbitrator will be borne equally by the Employer and the Association.

If the Association or any employee files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Employer shall not be required to process the same claim or set of facts through the grievance procedure.

- G. No reprisals of any kind shall be taken by the Employer or its representatives against a grievant or his representative for exercising the grievant's rights under the grievance procedure nor shall any grievant or representative engage in any reprisals of any kind against the Employer or its representatives for exercising their rights under the grievance procedure.

ARTICLE XVII

PRINTING OF THE AGREEMENT

The Master Contract will be posted on the District's website.

ARTICLE XVIII

NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter, sending same certified mail return receipt requested, at the following-designated address or at such other address as may be designated by a party in written notification to the other party:

Association address: President or Vice-president
Saydel Education Association

Employer address: 5740 NE 14th Street
Des Moines, Iowa 50313

The Association shall inform the Employer in writing prior to June 1 of each year of the name and address of the current President and Vice-President of the Association.

ARTICLE XIX

SAVINGS CLAUSE

In the event that any provisions of this Agreement shall become void or illegal during the term of this Agreement, such provision shall become inoperative, but all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE XX

FINALITY AND EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire agreement between the parties, and concludes collective bargaining for its term.
- B. Past practice shall not constitute part of this Agreement and any subsequent or supplementary agreement must be reduced to writing and executed by both parties to be effective.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any

subject as provided in Section 9 of the Iowa Public Employment Relations Act designed under said section as negotiable for collective bargaining purposes, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

THEREFORE, THE SCHOOL DISTRICT AND THE ASSOCIATION, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of the Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

By mutual agreement, this contract may be amended or modified and such amendments or modification shall become part of this Agreement when signed and ratified by both parties and attached to this contract.

ARTICLE XXI DURATION

- A. This Agreement shall be effective as of August 15, 2007, and shall continue in effect until midnight the 14th day of August 2008.
- B. If no notice is given by either party to the other by December 1, 2007, to terminate or modify this contract for the 2008-09 school year, this contract shall remain in effect for one additional year and from year to year thereafter until one party notifies the other of its intent to terminate or modify the contract.

This Agreement signed the 14th day of May, 2007.

SAYDEL EDUCATION ASSOCIATION

By: Richard H. Wilson
President

By: Anne Daluga
Chief Negotiator

SAYDEL COMMUNITY SCHOOL DISTRICT

By: [Signature]
President, Board of Directors

By: Brand L. Gruber
Chief Negotiator

PAY SCHEDULE

The pay schedule shall take effect on the first day of the work year after August 15, 2007, and shall be effective until midnight August 14, 2008. Deferred payments to employees for work done prior to the first day of the work year shall be based on the salary schedule in effect when the work was performed. All Phase III pay will be based on the new salary schedule for the 2007-08 school year.

2007-08 SALARY SCHEDULE*

2007-08 STEP	RN	BA/BSN	BA+10	BA+20	MA	MA+10	MA+20	MA+30	EdS
1	20263	26500	27000	27500	28168	29795	31423	33050	34678
2	21193	27000	27500	27703	29446	31074	32701	34329	35956
3	22123	27500	28000	28865	30725	32353	33980	35608	37235
4	23053	28500	28633	30028	32004	33631	35259	36886	38514
5	23983	29000	29795	31190	33283	34910	36538	38165	39793
6	24913	29563	30958	32353	34561	36189	37816	39444	41071
7	25843	30725	32120	33515	35840	37468	39095	40723	42350
8	26773	31888	33283	34678	37119	38746	40374	42001	43629
9	27703		34445	35840	38398	40025	41653	43280	44908
10	28633		35608	37003	39676	41304	42931	44559	46186
11	29563			38165	40955	42583	44210	45838	47465
12	30493			39328	42234	43861	45489	47116	48744
13					43513	45140	46768	48395	50023

New employees coming into the Saydel Community School District may be granted full credit for professional experience at the sole discretion of the board.

Employees not having the ability to advance vertically for the school year due to step limitations within the lane will receive an additional \$200 per year.

* Generator Base for Schedule B (Extra Curricular) shall be \$23,500.

A-1
DISTRIBUTION OF TEACHER COMPENSATION FUNDS

Any Teacher Compensation funds received by the District pursuant to Senate File 476 shall be distributed to all certified teachers employed under a contract issued pursuant to Iowa Code 279.13. Distributions of Teacher Compensation funds will cease subsequent to the program's demise as mandated by the state.

This distribution will be separate from and in addition to the bargained salaries, Phase I and Phase II.

1. Minimum salaries for the first-year beginning teachers, second-year beginning teachers and Career I teachers will be met according to the salary provisions of the law.
2. Any remaining funds from the District's appropriation will be distributed to all other teachers using a proration formula consistent with the existing salary schedule matrix.
3. A teacher shall receive the amount needed for the minimum salary level or the amount from the proration formula whichever is higher.

Calculation of this supplement will be made as soon as practical when staffing is completed for the current school year and when the amount of teacher compensation money is released by the state. Funds will be distributed as regular salary on a monthly basis one month after the first distribution by the state.

A-II
DISTRIBUTION OF PHASE II FUNDS

1. Any Phase II funds received by the District pursuant to House File 499 shall be distributed to all certified teachers employed under a contract issued pursuant to Iowa Code Section 279.13. Distributions of Phase II funds will cease subsequent to the Phase II programs' demise as mandated by the state.
2. All full-time teachers will receive an equal amount each from the funds received under Phase II of House File 499.
3. Teachers whose salary plus Phase II allocation does not equal \$23,000 will receive a supplement from the New Phase I allocation as directed by state mandate (1998).
4. Part-time teachers will receive a Phase II supplement on a pro rata basis.
5. Such an amount as is necessary shall be withheld from the Phase II appropriation to make the necessary employer contributions to FICA and IPERS.
6. Phase II funds received pursuant to House File 499 shall be distributed in accordance herewith in quarterly installments subsequent to receipt on the following dates: November 1, February 1, May 1 and August 1.
7. Calculations for Phase II distribution will be made by October 1 of each year.

SCHEDULE B

Saydel Community School District Supplemental Contracts Salary Schedule*

Extra Curricular:

MS Drama Sponsor	1.5%	Computer Systems Operator	5%
DECA Advisor	1.5%	HS Annual Advisor	5%
MS Show Choir	2%	Debate Advisor	5%
MS Jazz Band	2%	HS Newspaper Advisor	5%
MS Annual Advisor	3%	Speech Coach	5%
Color Guard Advisor	3%	Mock Trial	5%
MS Vocal Music	5%	Student Government Advisor	6%
MS Instrumental Music	5%	Auditorium Tech	10%
Wrestling Cheerleader Advisor	3.5%	Drama	12%
Football Cheerleader Advisor	3.5%	HS Vocal Music	16%
Basketball Cheerleader Advisor	4%	HS Instrumental Music	16%
		Adult Ed	\$1,000

Coaches:

MS Football	8%	MS Volleyball	8%
MS Girls Basketball	8%	MS Boys Basketball	8%
MS Wrestling	8%	MS Boys Track	8%
MS Girls Track	8%	MS Baseball	8%
MS Softball	8%		
MS Asst Football	8%	MS Asst Volleyball	8%
MS Asst Track	8%	MS Asst Boys Basketball	8%
MS Asst Softball	8%	MS Asst Baseball	8%
Head Football	16%	Head Volleyball	16%
Head Girls Basketball	16%	Head Boys Basketball	16%
Head Wrestling	16%	Head Boys Track	16%
Head Girls Track	16%	Head Baseball	16%
Head Girls Softball	16%		
Head Cross Country	13%	Head Boys Tennis	13%
Head Girls Tennis	13%	Head Boys/Girls Golf	13%
HS Asst Boys Football	11%	HS Asst Volleyball	11%
HS Asst Girls Basketball	11%	HS Asst Boys Basketball	11%
HS Asst Wrestling	11%	HS Asst Track	11%
HS Asst Baseball	11%	HS Asst Softball	11%
9 th Gd Asst Softball	11%	9 th Gd Asst Baseball	11%
HS Asst Cross Country	11%		

* Schedule B Salaries are generated using a Generator Base of \$23,500.

Schedule C
SAYDEL COMMUNITY SCHOOL DISTRICT
Grievance Form

Employer: _____

Employee: _____

Building: _____

Assigned Grade Level, Subject or Area: _____

I wish to be represented by the Association: (Yes) _____ (No) _____

LEVEL ONE

The alleged violation was brought to the attention of the principal or Designee, _____
(name)
on _____
(date)

LEVEL TWO

(a) Date alleged violation occurred: _____

(b) Section(s) of contract alleged to have been violated: _____

(c) Statement of Grievance:* _____

(d) Relief Sought:* _____

(Date)

(Employee's Signature)

(Date)

(Employee's Signature)

(e) Disposition by Principal or Designee: _____

(Date)

(Signature of Principal or Designee)

LEVEL THREE

(a) Signature of Aggrieved Person: _____

(b) Disposition by Superintendent or Designee: _____

(Date)

(Signature or Superintendent of Designee)

LEVEL FOUR

(a) Signature of Aggrieved Person: _____

Signature of Association President: _____

(b) Date submitted to Arbitration: _____

* If additional space is needed, attach additional sheets.

LETTER OF UNDERSTANDING 1

The District will utilize a Professional Development Committee to help organize and develop District level programs which support School Improvement needs. The committee will consist of a total of thirteen (13) members: two (2) teachers from each building, one (1) administrator from each building, and one (1) from central office.

LETTER OF UNDERSTANDING 2

The District will utilize a Mentoring Committee to monitor the state mandated mentoring program, discuss problems that may occur, and recommend solutions. The committee will consist of a total of eleven (11) members; the two (2) facilitators, one (1) teacher from each building, one (1) administrator from each building, and one (1) from central office.

LETTER OF UNDERSTANDING 3

For the 2007-2008 school year the District will provide and set aside \$100 per teacher that will be available for curriculum-enhancing supplies as approved for purchase by the administration following normal purchasing procedures, including reimbursement by completing the attached form.

**REQUEST FOR REIMBURSEMENT
FOR CURRICULUM-ENHANCING SUPPLIES
(Master Contract – Letter of Understanding 5)**

Caution: Items purchased without prior approval by your building administrator may be denied for reimbursement.

Quantity	Description	Unit Cost	Total Cost w/o Tax	Principal's Approval	Date

Total (no more than \$100 in purchases by PO or reimbursement

--

Each item listed above must be accompanied by a receipt and approved by your principal before reimbursement will be allowed. You must pay any sales tax. When you have completed your purchases for the year, please sign and submit to the business office.

Teacher

Principal